



REQUEST FOR QUALIFICATIONS

Independent Auditing Services For The North Miami Community Redevelopment Agency (CRA) RFQ No. 41-15-16

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

AUGUST 24, 2016 BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME

SEPTEMBER 8, 2016 BY NO LATER THAN 3:30 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a Response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami and North Miami Community Redevelopment Agency will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx or the Agency's website at <http://www.northmiamicra.org/>

Contact Person: Heylicken Espinoza, Buyer
Email: purchasing@northmiamifl.gov | Phone: (305) 895-9886



The City of North Miami, hereinafter referred to as "City" and the North Miami Community Redevelopment Agency, hereinafter referred to as "CRA", are hereby seeking proposals from Certified Public Accounting firms to provide independent auditing services.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 NE 125th Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

"IMPORTANT, SOLICITATION ENCLOSED"
Independent Auditing Services for
North Miami Community Redevelopment Agency (CRA)
RFQ No. 41-15-16

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	August 8, 2016	
Last Date for Receipt of Written Questions:	August 24, 2016	3:30 pm
Opening of Solicitation:	September 8, 2016	3:30 pm
Evaluation Committee Interviews:	TBD	
City Council Contract Approval Date:	TBD	

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation Document may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx or the Agency's website at <http://www.northmiamicra.org/>

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City and the CRA. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade,
Purchasing Director

Table of Contents

Section / Title

Section 1.0 Instructions to Proposers / General Terms and Conditions	4
Section 2.0 Special Conditions.....	10
Section 3.0 Scope of Services / Technical Specifications	16
Section 4.0 Evaluation/Selection Process	21
Section 5.0 Proposal Submission	24
Section 6.0 Appendixes.....	30
Appendix A Cover Page & Contact Person Information.....	31
Appendix B Proposal Submittal Checklist	33

All of our contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Sub-consultants
- A-7 Insurance Requirements
- A-14 References

SECTION 1.0

INSTRUCTIONS TO PROPOSERS /

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "CRA" means the North Miami Community Development Agency.
- c) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the City by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the City and the Respondent.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- g) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the CRA resulting from this Solicitation and upon the parties executing a Contract.
- h) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- i) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- j) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services pursuant to this Solicitation.
- k) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

1.2 CITY OVERVIEW

The City of North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our

residents and preserve the City's rich history since its incorporation in 1926.

The City provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 REQUEST FOR QUALIFICATIONS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the CRA's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The "Public Entity Crime Affidavit" (Form "A-1") attached to this Solicitation, must be executed by the Respondent. If the "Public Entity Crime Affidavit" is not submitted as part of the Proposal package, is altered in any manner, or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City and/or the CRA, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the CRA if it is determined that the Respondent did not comply with the requirements of this Section. If so, the City nor the CRA shall have no liability to the

Respondent for any Work performed or materials furnished.

1.6 LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the CRA Board members, or any evaluation committee members or employees of the City or CRA for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will not be considered for review. The City's Purchasing Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) and upon recommendation by the City's Purchasing Director, the City may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or Sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principals of any Respondents or its proposed Subcontractors or Sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

1.8 POINTS OF CONTACT AND TIMETABLE FOR INQUIRES

Respondents shall contact the City's Purchasing Department for all inquiries relating to this Solicitation. Any request for clarifications and/or questions for issues other than strictly procedural matters, must be submitted to the Purchasing Department by email at the following address purchasing@northmiamifi.gov.

Requests for clarifications and/or questions shall not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda posted on the Purchasing Department's webpage at http://www.northmiamifi.gov/departments/purchasing/current_bids_proposals.aspx, and on the CRA's webpage at <http://www.northmiamicra.org/> and on Demand Star by Onvia at

www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by City and/or CRA staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

Any revisions to this Solicitation will be posted on the Purchasing Department's webpage at http://www.northmiamifi.gov/departments/purchasing/current_bids_proposals.aspx, and on the CRA website at <http://www.northmiamicra.org/> as well as on Demand Star by Onvia at www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the City prior to the deadline by checking the Purchasing Department's webpage at http://www.northmiamifi.gov/departments/purchasing/current_bids_proposals.aspx, the CRA website at <http://www.northmiamicra.org/> and on Demand Star by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on DemandStar can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City and the CRA.

1.12 PROTEST

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office

1.13 AGREEMENT

Respondent understands that neither this Solicitation nor Respondent's proposal constitute an Agreement with the City or the CRA. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate City staff, approved by the requisite level of authority within the City and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

1.14 COST OF PROPOSALS

Neither the City nor its representatives shall be liable for any expenses incurred by Respondents concerning the preparation, submission or presentation of Proposals in response to this Solicitation. All information in the Proposals shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

1.16 PROPOSALS SUBMITTAL AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall clearly indicate the title and number of this Solicitation on the outside of the sealed envelope, including the Respondent's return address. Moreover, the reference information shall also be included on the cover page of the Proposal. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of a response by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by City staff, they then become property of the City, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Respondents are hereby placed on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes (known as the "Public Records Law") at the time the City posts notice of its decision or intended decision regarding recommended award of this RFQ or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide the Purchasing Department with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the best interest of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 EVALUATION COMMITTEE & INTERVIEWS

An Evaluation Committee shall be established to review and evaluate the qualifications of each Respondent. The Purchasing Department will

provide the Evaluation Committee members with a copy of each Proposal for their review and a meeting will be convened to evaluate and score each Proposal in accordance with the scoring criteria contained in this Solicitation. Following the Committee's initial screening of the submitted Proposals, the Committee will rank each Respondent and establish a short-list of the highest ranked applicants to be interviewed by the Committee.

The short-listed Respondents will then be invited to appear before the Committee to make an oral presentation of their qualifications and to respond to any questions posed by the Committee members. The final ranking for each interviewed Respondent shall be based on the Committee's evaluation of their submitted Proposal and presentation before the Committee.

Immediately upon conclusion of the Committee's final evaluation, the Committee will provide the Purchasing Department with the results of their scores and their final ranking for each interviewed Respondent. The Purchasing Department shall then forward the results of the Committee's evaluation and final rankings to the CRA Executive Director for review and approval.

1.22 CITY COUNCIL REVIEW AND APPOINTMENT

Upon approval by the CRA Executive Director, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the CRA Board for their review of the Committee's recommendation. The CRA Board may accept or reject in whole or part the Committee's recommendation.

1.23 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Proposals received in response to this Solicitation.

The determination of the criteria and evaluation process for this Solicitation, as well as whether or not an award is made by the City, shall be at the sole and absolute discretion of the City. In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.24 CONTRACT AWARD

The City intends to award one (1) contract under this Solicitation, but reserves the right to not make any award whatsoever, if deemed to be in the best interest of the City.

Prior to final execution of an Agreement with the City, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the City, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

1.25 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals shall be submitted in accordance with the format outlined under Section 5.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contact Information" form found under Section 6.0 of the Solicitation.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the City's Purchasing Department and acknowledging their review of the addendum, if any, as part of the Proposal (see Form "A-5").

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be non-responsive shall not be eligible for award under this Solicitation. Proposals may be considered non-responsive as a result of various factors including, but not limited to, the failure to meet the minimum qualifications contained in this Solicitation, failure to follow the instructions provided in this Solicitation, failure to submit the requisite documentation, incomplete or ambiguous responses, and failure to respond in a timely manner to request for additional information from the City.

Proposals will be rejected if not received by the City on or before the date and time specified as the deadline for submittal.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, titled "Cone of Silence", which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation.

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market

research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFQ shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement shall render the Proposal non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Proposal. To register, you may contact the Purchasing Department at (305) 895-9886 or you may download the application from our website www.northmiamifi.gov/departments/purchasing. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

1.30 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected,

the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is submitted, the City will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

1.31 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151 of the City Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

- a) A business located in the City that has a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business and has a current City business tax receipt, issued prior to the City's issuance of this Solicitation; or
- b) A business that has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of this Solicitation; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with Subcontractors who are physically located within the City.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

1.32 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.33 COMMUNITY BENEFITS PLAN

[Not Applicable]

1.34 MODIFICATIONS OF PROPOSAL

Unsolicited modifications or revisions to Proposals will not be permitted after the deadline for submittal and opening of Proposals.

1.35 TRUTH-IN-NEGOTIATION STATEMENT

[Not Applicable]

1.36 REVIEW OF PROPOSALS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

1.37 OPENING OF SUBMITTED PROPOSALS

Immediately after the deadline for submittals has passed, the Purchasing Department will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the City Clerk located on the First Floor of City Hall at 776 NE 125th Street, North Miami, Florida. A list of Respondents will also be placed on the Purchasing Department's webpage shortly after the Proposals are opened and announced.

1.38 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.39 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

This Solicitation has been issued for the purpose of seeking proposals from qualified and experienced Certified Public Accounting firms to provide independent auditing services to audit the North Miami Community Redevelopment Agency ("CRA")'s financial statements for the fiscal year ending September 30, 2016, and subsequent years.

The intent of this Solicitation is to select one (1) firm to provide the desired professional Services.

2.2 CONTRACT TERM

The initial term of this Agreement will be for a three (3) year term. Upon conclusion of the initial three (3) year term, the Contract may be renewed for two (2) additional one (1) year periods, under the same terms and conditions, at the sole discretion of the CRA. The fee structure of the Contract shall remain the same for the entire Contract term including any and all renewal periods.

2.3 INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami and the CRA as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained by Contractor in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their Response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.3.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury, and medical payments.

2.3.2 PROFESSIONAL LIABILITY (Errors and Omissions)

\$1 million minimum limit covering damages arising from the negligence of Contractor in the performance of professional Services relative to this Project.

2.3.3 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **\$1 Million**, covering any auto including owned, non-owned, hired or leased

2.3.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.4 MINIMUM QUALIFICATIONS AND EXPERIENCE

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Independent Auditing Services and must be licensed under Chapters 473, Florida Statutes. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE" and will not be evaluated / scored.

2.4.1 At a minimum, the Respondent must be properly registered to practice their profession and licensed in the State of Florida at the time of Proposal submission and for the duration of this Contract. The Respondent shall submit copies of the following:

- a) The Respondent must submit a copy of their Sunbiz registration.

- b) The Respondent must submit proof that it is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida as a Certified Public Accounting Firm. (Respondents shall provide the current license number issued by the Florida Department of Business and Professional Regulation);
- c) The Respondent must submit proof that it has performed governmental financial audits and related services for a minimum of five (5) years, preferably as lead auditors;
- d) The Respondent must submit proof that it maintains a permanent office in Broward, Palm Beach and/or Miami-Dade County, Florida;
- e) The Respondent must submit proof that it has no conflict of interest with regard to any other work performed by the firm for the City of North Miami or CRA (See Form A-2).

2.4.2 At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services similar to the scope of Services requested in this Solicitation. If available, such references should be representative of Florida public agencies to which the Proposer is currently providing, or has provided, said Services within the last five (5) years.

2.5 CONTACTS WITH THE CITY PERSONNEL

Questions concerning this RFQ must be directed in writing, by email to the Purchasing Department at purchasing@northmiamifl.gov and to no other person or department at the City.

This RFQ is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

2.6 PROPOSAL CONDITIONS

2.6.1 The City/CRA Options

The City and/or the CRA may, at their sole and absolute discretion, reject any or all Proposals, re-advertise this RFQ, postpone or cancel this RFQ process at any time, or waive any irregularities in this RFQ or in the Proposals received as a result of this RFQ.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFQ, shall be the sole and absolute discretion of the City and the CRA.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFQ.

The submittal of a Proposal will be considered by the City and the CRA as constituting an offer by the Proposer to provide the Services described in this RFQ.

2.6.2 Rules, Regulations, and Requirements

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to

submitting a Response to this RFQ and to providing the Services described herein.

2.6.3 Change of Proposal

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFQ # shall appear on the envelope.

2.6.4 Withdrawal of Proposal

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of 90 calendar days after the date of the Proposal opening, to provide the proposed Services.

2.7 FAILURE TO PERFORM

If in the opinion of the CRA's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or redo such Work, as shall have been rejected or as being defective or unsuitable, then CRA's representative may notify the Contractor to replace Work immediately or discontinue all Work under Contract.

If at any time the CRA's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then CRA's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The CRA may thereupon look to the next highest ranked, responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.8 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The CRA shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a CRA representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.8.1 Respondent Information:

- The name of the business organization as specified on the Contract between City and Respondent

- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

2.8.2 City Information:

- City Purchase Order Number

2.8.3 Pricing Information:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.8.4 Goods or Services Provided per Contract:

- Description
- Quantity

2.8.5 Delivery Information:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.8.6 Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

2.9 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding auditing business, and any other laws that would apply to operating a similar type of business.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this specification shall be made upon the basis of this Agreement.

2.12 SUB-CONSULTANTS OF WORK SHALL BE IDENTIFIED

As part of its Respondent response, the Respondent is required to identify any and all Sub-consultants that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be done by the Sub-consultant. The competency of the Sub-consultant(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Sub-consultant in the Proposal, the Respondent may be allowed to submit this documentation to the City during the Solicitation evaluation period if such action is in the best interest of the City and the CRA.

2.13 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the CRA's interest.

2.14 COUNCIL MEETING

The awarded firm must be available to attend CRA Board meetings when required. The firm must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by the Board and/or authorized CRA representative.

2.15 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City or the CRA will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage, the CRA webpage, and on DemandStar and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES /

TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

The Purpose of this Solicitation is to request Proposals from experienced and qualified Certified Public Accounting Firms to provide Independent Auditing Services to audit the North Miami Community Redevelopment Agency's (CRA) financial statements. It is the intent of this Solicitation that all Work shall result in compliance with the specifications and all regulatory requirements applicable to such service.

Respondent shall provide the services consisting of all of the necessary labor, materials, supplies, furnishings, facilities, and equipment including those things reasonably inferable from the Contract Documents and needed to successfully complete the requested Services. The Respondent shall provide all labor and supervisory personnel required in connection therewith.

Furthermore, the CRA encourages the participation of Firms who are responsive to the CRA's goal of providing subcontracting and employment opportunities to businesses based within the City of North Miami.

3.2 SCOPE OF SERVICES:

The CRA's Comprehensive Annual Financial Reports (CAFR) are available for review on the CRA's website at: http://www.northmiamicra.org/plan/docs_plans.asp

Proposers are encouraged to thoroughly review the information contained therein, in order to become familiar with the CRA and its operations. The CRA currently utilizes EDEN for budgeting, accounting, payroll, accounts payable, purchasing and human resources.

A. Annual Examinations – The Firm selected as a result of this RFQ shall provide Independent Auditing Services to the CRA to examine the financial statements of the CRA, beginning with the financial statements for fiscal year ending September 30, 2016.

The annual examinations by the Proposer shall include, but not be limited to, the following:

1. **Financial Audit** – The contracted CPA firm will perform a Financial Audit in accordance with generally accepted auditing standards, government auditing standards and Florida Statutes. The primary purpose of the audit is to express an opinion on the financial statements of the CRA. The examination and procedures related hereto contemplate the review of a Comprehensive Annual Financial Report (CAFR) if and when it is prepared by the CRA. The audit procedures used should be sufficient to enable the Proposer to express an opinion on the fairness with which the financial statements present the financial position of the CRA and the results of its operations and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the CRA were properly conducted in accordance with

legal and regulatory requirements, including Florida Statutes and the City of North Miami Ordinance.

2. **Review of Internal Controls** – An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to provide accurate information, ensure compliance with applicable laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Firm shall perform tests of controls and properly document its assessment.

Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

3. **Management Letter** – A management letter will be issued in compliance with the Rules of the Auditor General of the State of Florida that contains significant audit findings which, among other matters, shall include the following material items noted during the performance of the audit:

- a. A statement as to whether or not inaccuracies, shortages, defalcations, fraud and/or violations of laws, rules, regulations and contractual provisions reported in the preceding annual financial audit report have been corrected.
- b. Statement as to whether or not recommendations made in the preceding annual financial audit report have been followed.
- c. A statement as to whether or not the CRA is in a state of financial emergency as a consequence of conditions described in Section 218.503(1), Florida Statutes. When there has been a determination that the CRA is technically in a state of financial emergency, but is not in financial difficulty or experiencing a financial crisis, the Management Letter shall explain the basis for that conclusion. (For example – the explanation should describe accounting practices that place the deficits in the proper perspective) When there has been a fund balance or retained earnings deficit for two consecutive years and a determination has been made that there is no financial emergency the Management Letter shall explain the circumstances that led to that conclusion. (For example – the explanation should identify specific resources of the CRA that are available to cover the deficits).
- d. Recommendations to improve the CRA's present financial management, accounting procedures and internal controls. This shall include recommendations addressing deteriorating financial conditions disclosed pursuant to Section 218.39(5), Florida Statutes.
- e. A statement as to whether or not the CRA complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
- f. Violations of laws, rules, regulations and contractual provisions that:
 - (a) have occurred or are likely to have occurred;
 - (b) were discovered within the scope of the financial audit, and;
 - (c) may or may not have materially affected the financial statements

- g. Illegal or improper expenditures discovered within the scope of the financial audit which may or may not materially affect the financial statements.
- h. Other matters requiring correction which may or may not materially affect the financial statements reported on, including, but not limited to:
 - (a) Improper or inadequate accounting procedures (i.e. – the omission of required disclosures from annual financial statements)
 - (b) Failures to properly record financial transactions
 - (c) Other inaccuracies, shortages and instances of fraud representing reportable conditions discovered by, or that come to the attention of, the Auditor.

The Firm shall be required to make an immediate written and oral report to the designated CRA Representative(s) of all significant irregularities and any illegal acts as they become known to the Firm.

4. **Data Processing Review** – The Firm will perform a review of internal controls used in the computer environment to ensure (a) the proper development and implementation of applications, (b) the integrity of program and data files, (c) the completeness and accuracy of the accounting records, and (d) the integrity of computer operations.

The Firm shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Firm shall report the following information it deems appropriate:

- a. Specific comments in the above areas for the CRA's major computer systems
- b. Overall conditions of internal control in computer environment
- c. Significant weakness in internal control in data processing

B. Additional Services – If, during the contractual period, additional Services are needed, the Firm may, at the option of the CRA, be engaged to perform these Services. Upon receipt of a written request from the Finance Director or designee, the Firm shall proceed to perform such additional Services. Such Services, if offered by the Firm, may include, but not be limited to:

- (a) Management advisory services;
- (b) Tax consulting services;
- (c) Actuarial consulting services;
- (d) Assistance in the preparation of or performance of extended audit procedures;
- (e) Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements;
- (f) Any additional "In Relation To" reports requested by the CRA.

The Firm will be compensated in accordance with the schedule of fees established as a result of the selection process. Any fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates agreed upon by negotiation. Notwithstanding the foregoing, the City may elect, in their sole discretion to engage a third party to conduct such additional services.

C. Time Requirements

1. Commencement of the Audit – The CRA will have all records for the audit, as well as all appropriate personnel, available to meet with the audit team of the Firm upon acceptance of the proposal and approval by the CRA Board.
2. Schedule of the Fiscal Year Audit – Each of the following shall be completed no later than the date indicated:
 - a. Audit Plan – No later than July 31 a detailed plan will be provided to the Committee covering interim and year-end audit procedures for the fiscal year ending September 30 of the following contract year. In each succeeding fiscal year for which audit Services will be provided, a detailed plan will be provided to the Committee by July 31 of that year.
 - b. Fieldwork – For the fiscal year ending September 30, 2016 of the initial Contract year fieldwork should commence immediately after presentation of the audit plan. For each succeeding fiscal year, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined below can be met.
 - c. Progress Conferences – Progress conferences will be held with the appropriate CRA personnel at least bimonthly during the course of the Agreement.

Such conferences will be held at any time that it appears that: scheduled completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.
 - d. Reporting Deadlines – The audit report, in its final form and including the management letter, shall be completed each year no later than February 14th of the following year (or the prior business day, as applicable). The report will be presented to the CRA at its next regularly scheduled meeting, unless the CRA requests such presentation at an earlier-scheduled special meeting
 - e. Provide periodic reports to the CRA assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Governmental Accounting Standards Board or any other significant financial / accounting matters that may affect the CRA.

- D. Invoicing for Work/Progress Billing** – In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the Firm will prepare, as part of the Audit Plan (as set forth in subsection E

above), an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred and a description of the Work corresponding to such hours shall accompany the invoice in support of this calculation. Progress billings may be rendered no more frequently than monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items.

- E. **Working Papers** – In all cases, the Firm will retain all working papers for a period of seven (7) years and will provide the CRA and/or its assignees access, free of charge, to any or all work papers for a period of seven (7) years.
- F. **Support Personnel** – Support personnel will be made available by the CRA to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to expedite the audit, with the understanding that support personnel must be given consideration to effectively perform the day-to-day requirements of their positions.
- G. **Inclusion** – If any Services, functions or responsibilities not specifically described in this RFQ are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses to be incurred by the Firm in relation to the Services (an example includes expenses incurred by the Firm if any state or federal agency requires any external review – such as quality control – of the Firm's Services conducted for the CRA).

END OF SECTION

SECTION 4.0

EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the highest ranked responsible and responsive Proposer whose Proposal best serves the interest of and represents the best values to the CRA in conformity with Chapter 7, Article III of the City code.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation committee to review and evaluate the proposals and oral presentations of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed in Section 4.3 Evaluation Criteria. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in the solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under the technical category.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by the sum total of scores issued by each Committee member for each firm. The Evaluation Committee will review and evaluate each Proposal to determine each Proposer’s responsiveness to the CRA’s needs.

Award shall be made to the responsible firm and/or individual whose statement of qualifications is determined to be the most advantageous to the CRA, taking into consideration each category and the evaluation factors set forth below:

Criteria	Maximum Points
Proposer's experience, qualifications and past performance in providing the Services described in this Solicitation	30
Experience and qualifications of key individuals and Sub-consultants, that will be assigned to these Services	30
Proposer's approach and work plan to provide the services	20
MWBE and/or SBE Participation	10
References	10
Evaluation Score:	100

4.4 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Evaluation Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

Upon completion of the oral presentations, the Evaluation / Selection Committee will evaluate, and rank each Respondent based upon the content of their Proposal along with their oral presentation.

4.5 NEGOTIATIONS

The CRA may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the CRA and said Proposer(s) cannot reach agreement on a Contract, the CRA reserves the right to terminate negotiations and may, at the CRA Executive Director's or designee's discretion, begin negotiations with the next lowest responsible and responsive Proposer. This process may continue until a contract acceptable to the CRA has been executed or all Proposals are rejected. No Proposer shall have any rights against the CRA arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the CRA:

- 4.5.1** Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business

income tax return will be accepted if certified financial statements are unavailable.

- 4.5.2** Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0

PROPOSAL SUBMISSION

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed and double sided. All documents and information must be fully completed and signed as required. When submitting the one (1) complete scanned electronic copy on USB drive or CD in adobe or Word format ensure it is labeled with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.1.1 COPIES

Please submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal and one (1) digital copy on a USB Flash Drive or CD are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive.

5.1.2 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation by no later than the time and date specified in the Project Timetable section of this Solicitation. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED.

Address your Proposal to:

City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided, in a concise manner, written in sufficient detail to permit the City and the CRA to conduct a meaningful evaluation. Proposal shall be limited in size as to what can fit into a 2 1/2" binder.

5.2 **PROPOSAL FORMAT**

The Proposal must be in the following format. Failure to include responses to Parts I to VII in this Section 5 may result in the Proposer being deemed non-responsive and resulting in the Proposal not being considered. Separate by a physical tab/divider each required and/or non-required document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

The Proposal must include the following information:

LABEL EACH SECTION AS NUMBERED

Part I – Qualifications and Experience of the Firm – (30 points)

1. Cover Page Form (**SEE APPENDIX A**)
2. Provide a brief introduction narrative letter highlighting the structure of the firm including component firms, legal nature of organization and number of years in existence and primary markets served; Give the location of the office from which the Work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office (the "Home Office") that will be assigned to the CRA's audit. Included in this narrative shall be a list of any exemptions or assumptions made by the Respondent.

Joint Ventures. Two or more Respondents submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, Rev. 09/13. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for each of the requested Services.

3. Specifically address the areas listed in Section 2.4 – Qualifications and Experience:
 - a. The firm is a Certified Public Accounting firm in accordance with Section 473.309 Florida Statutes.
 - b. The firm is currently licensed to do business in the State of Florida (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation).
 - c. Provide a listing of comparable contracts the firm has conducted for single audits, and / or financial audits for at least three (3) public entities within the immediate past five (5) years. The listing should identify the following:
 - 1) Client
 - 2) Description of work
 - 3) Total dollar value of the contract
 - 4) Dates covering the term of the contract
 - 5) Client contact person, phone number and email
 - 6) Statement of whether the Proposer is the prime or Sub-consultant

7) Results of the project

d. Proof of Insurance (see Section 2.3)

4. Describe the experience and length of time the firm has provided services performing:
 - 1) Audits of governmental entities, including preparing governmental financial statements in conformance with GASB Pronouncements, Statements and Interpretations.
5. Describe the procedures of the firm for ensuring quality control and the confidentiality of information obtained from clients;
6. Indicate how the firm ensures compliance with applicable independence criteria, including, but not limited to, Government Auditing Standards issued by the Comptroller General of the United States of America (The Yellow Book), Section 473.315, Florida Statutes (Independence) and 61H1-21.001, Florida Administrative Code, Independence. **Each Respondent shall provide with their proposal a statement that they meet the appropriate criteria for independence.**
7. Provide descriptive information on the firm's methodology for compliance with Section 473.3101, Florida Statutes (Licensure of sole proprietors, partnerships, corporations, limited liability companies and other legal entities) and 61H1-20.001, Florida Administrative Code, Types of Certified Public Accountants and Firms.
8. Describe current and projected workloads/contractual obligations and how these obligations will impact the firm's ability to provide the required Services during the required timeline described in Scope of Services

Part II - Qualifications and Experience of Staff - (30 Points)

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this Project. The chart must clearly identify the Proposer's employees and those of the Sub-consultants and shall include the functions to be performed by the key personnel.
2. Describe the experience, qualifications and other critical information, including relevant experience on previous similar projects, of all key personnel, including those of the Sub-consultant who will be assigned to the Project.
3. The Respondent must submit proof that its professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards;
4. Provide resumes and job and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Sub-consultants.

Note: It should be understood that it is the intent of the CRA to insist those indicated as the project team in this RFQ Response actually execute the Project

After Proposal submission, but prior to the award of any Contract issued as a result of the Solicitation, the Proposer has a continuing obligation to advise the CRA of any changes, intended or otherwise, to the key personnel identified on its Proposal.

Part III - Proposed Approach to Providing the Services (20 Points)

1. Confirm Proposer's ability to fulfill all elements of the Scope of Work (See Section 3.0)
2. Describe the Proposer's methodology including specific policies, procedures or techniques to be used in performing the Services described in the Scope of Work

It is the objective of the CRA that the successful firm adequately staffs the audit with the appropriate number of experienced and trained personnel to adequately provide the required Services. A trained and experienced manager is required to be active on-site to properly manage and supervise the audit team and daily activities of the audit.

3. Identify the specific individual who would serve the CRA as the primary on-site person in charge of the financial audit and the single audit (include individual's résumé setting forth qualifications and Government Accounting experience);
4. Include a list of staff expected to be assigned on-site to the audit, their position with the firm, the number of years of experience for each assigned staff member, and number of years of Governmental Accounting experience for each assigned staff member.
 - a. Provide resumes and other detailed qualifications on all key personnel who will be assigned to this Project, including any key personnel of Sub-consultants.
5. Describe the Proposer's approach to the scheduling of Work and prioritizing the CRA's requests.
6. Estimate the hours of availability of the Proposers for the CRA's required Services, including the hours of availability of Proposers key personnel. If Sub-consultants are utilized, estimate the hours of availability of each Sub-consultant.
7. Address Proposers ability and approach to complying with the reporting requirements in the Scope of Work. Describe the proposed report outline (i.e. sections, contents, etc) and attach a sample report (if available).
8. Describe the Proposers ability and approach to providing the optional Services (Refer to Section 3.3).
9. Provide any information regarding the Proposer's general work plan which the Proposer deems relevant.

Part IV – Minority/Woman Owned Business and/or Small Business Enterprise Participation - (10 Points)

Indicate whether the Respondent or any of its Sub-consultants is classified as either a Minority Owned or Women Owned Business and/or Small Business Enterprise. Please submit proof of current MWB and/or SBE certification.

Part V - References (10 Points)

At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services similar to the scope of Services requested in this Solicitation. If available,

such references should be representatives of Florida public agencies to which the Proposer is currently providing, or has provided, said Services within the last five (5) years.

Part VI – Local Preference

1. The RFQ is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the Vendor shall affirm in writing its compliance with either of the following objective criteria.

A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami prior to the City's issuance of the Solicitation, that is appropriate for the goods, Services or construction to be purchased or;
- b) A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation or;
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with Subcontractors who are physically located within the City.

Respondents seeking the local vendor preference will have the burden of showing that they qualify for this preference to the satisfaction of the City.

Part VII - Contract Forms

All contract forms must be completed (with all blanks filled in), executed and properly notarized. The following forms must be submitted in the following order:

Respondent Registration (if not registered)

- | | |
|-----------|--|
| Form A-1 | Public Entity Crimes Affidavit |
| Form A-2 | Non- Collusive Proposal Certificate |
| Form A-3 | Local Preference Affidavit <i>(if applicable, attach evidence)</i> |
| Form A-5 | Acknowledgement of Addenda <i>(if applicable, attach copies of addendum)</i> |
| Form A-6 | Disclosure of Sub-consultants <i>(if applicable)</i> |
| Form A-7 | Insurance Requirements |
| Form A-14 | References |

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to "Form A-5 Acknowledgement of Addenda", it is the sole responsibility of the Respondent to check the City's website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) for all applicable addenda.

5.3 APPENDIX FORMS

At minimum each Respondent shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

i. COVER PAGE FORM (APPENDIX A)

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address.

The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the CRA as needed in reference to this Solicitation.

ii. SUBMITTAL CHECKLIST (APPENDIX B)

The Submittal Checklist shall be submitted as part of the Proposal. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

END OF SECTION

SECTION 6.0
APPENDICES





APPENDIX A
COVER PAGE & CONTACT PERSON INFORMATION

**INDEPENDENT AUDITING SERVICES FOR
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (CRA)
RFQ No. 41-15-16**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association submitting this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

Appendix B
PROPOSAL SUBMITTAL CHECKLIST

**INDEPENDENT AUDITING SERVICES FOR
THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY (CRA)
RFQ No. 41-15-16**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Submittal Checklist	
Tab/Page No.	Narrative Description	OFFICE USE ONLY
	Qualifications and Experience of the Firm	
	Qualifications and Experience of Staff	
	Proposed Approach to Providing the Services	
	Minority/Woman Owned Business/SBE Participation	
	References	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit (<i>if applicable</i>)	
	A-5 Acknowledgement of Addenda (<i>if applicable</i>)	
	A-6 Disclosure of Sub-consultants (<i>if applicable</i>)	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		